

# **EXHIBIT 6**



C.E. GLEESON  
CONSTRUCTORS, INC.

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DEC 17 2013

C.E. GLEESON  
CONSTRUCTORS INC.

Ph : (248) 647-5500 Fax : (248) 647-5530

**SUBCONTRACT AGREEMENT**

This Subcontract is dated 12/3/2013 by and between C.E. Gleeson Constructors, Inc. 984 Livernois Road Troy, MI 48083 ("C.E. Gleeson Constructors, Inc.") and JFS Company, whose address is 7630 Sparling Road, Goodells, MI 48027, Phone: 810-325-1107, Fax: 810-325-1454 Contact: Josh F. Hein ("Subcontractor") C.E. Gleeson Constructors, Inc. and Subcontractor agree:

1. Architect. The term "Architect" means: **Poggemeyer Design Group, Inc.  
1168 North Main Street  
Bowling Green, OH 43402**
2. Civil Engineer. The term "Civil Engineer" means: **Michael L. Priest & Associates, Inc.  
40655 Koppernick Road  
Canton, MI 48187  
1-734-459-8560**
3. Contract. The term "Contract" means the contract between C.E. Gleeson Constructors, Inc. and Owner.
4. Owner. The term "Owner" means: **Braemore Properties, LLC  
48430 Meadow Court  
Plymouth, MI 48170**
5. Project. The term "Project" means: **13-128 LA Z BOY Home Furnishings  
42728 Ford Road  
Canton, MI 48084**

Subcontract # 13128-01

Cost Code # 09-250

5. Subcontract. This subcontract consists of this subcontract agreement, the Contract between Owner and C.E. Gleeson Constructors, Inc., and all drawings, specifications, bulletins, addenda and modifications. The following is a list of additional documents, schedules and attachments, and Subcontract General Terms and Conditions, which are all incorporated by reference:

SHEET	DESCRIPTION	DATE
G-1.1	TITLE SHEET	9/27/2013
SHEET 01	EXISTING TOPOGRAPHY & TREE REMOVAL PLAN	7/10/2013
SHEET 02	ENGINEERING SITE PLAN	7/2/2013
SHEET 03	SOIL EROSION & SEDIMENTATION CONTROL PLAN	7/2/2013
SHEET 04	PROFILES & DETAILS	7/2/2013
SHEET 05	DRAINAGE CALCULATIONS & PUMP STATION DETAILS	7/2/2013
SHEET 06	MDOT DETAILS	7/2/2013
SS-1	SANITARY SEWER STANDARD DETAILS	5/31/2007

ST-1	STORM SEWER STANDARD DETAILS	5/31/2007
WM-1	WATER MAIN STANDARD DETAILS	5/31/2007
WM-2	WATER MAIN STANDARD DETAILS	5/31/2007
MD-1	MISCELLANEOUS STANDARD DETAILS	5/31/2007
LP-1	LANDSCAPE PLANTING PLAN	7/13/2013
A-0.1	ARCHITECTURAL SPECIFICATIONS	9/27/2013
A-0.2	ARCHITECTURAL SPECIFICATIONS	9/27/2013
A0.3	ARCHITECTURAL SPECIFICATIONS	9/27/2013
A-0.4	LIFE SAFETY PLAN AND CODE REVIEW	9/27/2013
A-0.5	ACCESSIBILITY NOTES AND GUIDELINES	9/27/2013
A-1.1	FLOOR PLAN, NOTES, AND DETAILS	9/27/2013
A-1.2	REFLECTED CEILING PLAN	9/27/2013
A-1.3	ROOF PLAN AND DETAILS	9/27/2013
A-2.1	EXTERIOR ELEVATIONS	9/27/2013
A-3.1	WALL SECTIONS	9/27/2013
A4.1	ENLARGED FLOOR PLAN & INTERIOR ELEVATIONS	9/27/2013
A-5.1	DETAILS	9/27/2013
A-6.1	DOOR & FRAME SCHEDULES, ELEVATIONS, AND DETAILS	9/27/2013
S-0.1	STRUCTURAL NOTES	9/27/2013
S-1.1	FOUNDATION PLAN & DETAILS	9/27/2013
S-1.2	ROOF FRAMING PLAN & DETAILS	9/27/2013
P-0.1	PLUMBING SCHEDULES	9/27/2013
P-0.2	PLUMBING DETAILS	9/27/2013
P-1.1	PLUMBING PLAN	9/27/2013
M-0.1	MECHANICAL SPECIFICATIONS	9/27/2013
M-0.2	HVAC SCHEDULES	9/27/2013
M-1.1	HVAC PLAN	9/27/2013
FP-1.1	FIRE PROTECTION PLAN	9/27/2013
E-0.1	FIXTURE SCHEDULE AND NOTES	9/27/2013
E-0.2	ELECTRICAL LEGEND AND NOTES	9/27/2013
E-0.3	ELECTRICAL SPECIFICATIONS	9/27/2013
E-1.1	FLOOR PLAN LIGHTING	9/27/2013
E-2.1	FLOOR PLAN POWER	9/27/2013
E-3.1	FLOOR PLAN LOW VOLTAGE	9/27/2013
E-4.0	RISER DIAGRAMS	9/27/2013
E-4.1	ELECTRICAL DETAILS	9/27/2013
E-5.0	PANEL SCHEDULES	9/27/2013
I-0.1	GENERAL NOTES	9/17/2013
I-1.0	FURNITURE PLAN	9/17/2013
I-1.1	CONSTRUCTION PLAN	9/17/2013
I-1.2	FLOOR FINISH PLAN	9/17/2013
I-1.3	INTERIOR FINISH PLAN	9/17/2013
I-1.4	GRAPHICS PLAN	9/17/2013
I-2.0	ELEVATIONS & DETAILS	9/17/2013
I-2.1	ELEVATIONS	9/17/2013
I-3.0	REFLECTED CEILING PLAN	9/17/2013
I-3.1	RC PLAN KEYS, NOTES & SCHEDULE	9/17/2013
I-4.0	ELECTRICAL PLAN	9/17/2013
I-4.1	ELECTRICAL KEY, NOTES & DETAILS	9/17/2013
I-5.0	DATA/LOW VOLTAGE PLAN	9/17/2013
I-5.1	DATA/LOW VOLTAGE KEY, NOTES & DETAILS	9/17/2013

With the following additions or deletions:

6. Subcontract Price. As full compensation for performance of this Subcontract, inclusive of all taxes, C.E. Gleeson Constructors, Inc. agrees to pay Subcontractor the following price (the "Subcontract Price") for the completed satisfactory performance of the Subcontract Work, in the manner described below, subject to authorized additions or deletions from such amount (check appropriate box):

The fixed-price of one hundred forty-eight thousand two hundred sixteen and xx / 100 (\$148,216.00) Dollars subject to additions and deductions as provided for in this Subcontract; and/or

Unit prices in accordance with the following Schedule of Unit Prices and Estimated Quantities, which is Incorporated by reference;

and/or

Time and material rates and prices in accordance with the attached Schedule of Labor and Material Costs which is incorporated by reference.

The Subcontract Price is firm and not subject to escalation.

7. Subcontract Work. As more specifically described below, Subcontract Work means all labor, materials, tools, scaffolding, apparatus, supplies, equipment, machinery, transportation, supervision, insurance, taxes and technical, professional and other services to be performed by Subcontractor. The scope of the Subcontract Work shall consist of all work necessary or incidental to complete the Metal Framing & Drywall work, Section(s) Division I for the Project in accordance with this Subcontract. Subcontractor agrees to commence the Subcontract Work on or about as described in the attached project schedule.

8. Surety Bonds. If a performance or payment bond, or both, are required of Subcontractor under this Subcontract, then said bonds shall be in the full amount of the Subcontract Price, unless otherwise specified herein, and said bonds shall be in a form approved by C.E. Gleeson Constructors, Inc.. Subcontractor surety bond requirements, if any, applicable to this Subcontract is as follows:

Subcontractor Performance Bond	( ) Required	(X) Not Required
Subcontractor Payment Bond	( ) Required	(X) Not Required

9. Special Provisions. The parties agree to the following special provisions:

*General Liability to have the following listed as additionally insured:*

- 1) **BRAEMORE PROPERTIES, LLC**
  - 2) **POGGEMEYER DESIGN GROUP, INC.**
  - 3) **MICHAEL L. PRIEST & ASSOCIATES, INC.**
  - 4) **C.E. GLEESON CONSTRUCTORS, INC.**
  - 5) **CITY OF CANTON, MI**
  - 6) **TCF NATIONAL BANK: c/o COVERED BRIDGE ASSOCIATES**
- "as required by written contract"*

The above price includes but is not limited to:

Scope of Work:

1) Furnish and Install a complete Carpentry package per plans and specs including but not limited to all cold-formed metal framing, exterior structural metal framing and sheathing, light gauge metal framing including engineering stamped and sealed by engineer licensed in the state of Michigan, vestibule ceiling framing, fire-treated plywood, interior partitions, soffits, bulkheads, transitions, drywall, metal backing, tyvek vapor barrier, columns, caulking of your work only and at interior windows, firestopping, mr board at wet areas, insulation, fire rated plywood, rigid and batt insulation, exterior sheathing, exterior & mold tough drywall, drywall, wood backing and metal blocking, wood roof nailers and blocking described on drawings wood blocking for HVAC curbs, FRP if shown, accessories, taping and sanding to a level 5 finish, all interior column wraps, material, labor, hoists, rigging, permits, fees, warranties, and

sales/usage tax.

- 2) Provide installation only for doors, frames, and hardware. Includes unloading material from delivery truck, inventory, store & secure.
- 3) Provide installation only of all La-Z-Boy Fixtures furnished by Arizona Western. Includes unloading material from delivery truck, inventory, store & secure.
- 4) Provide installation only of grab bars, soap dispensers, toilet seat covers, sanitary napkin dispensers, paper towel holders, paper towel dispensers, toilet paper dispensers, trash receptacles.
- 5) Includes all material, labor, equipment and accessories required to complete this scope of work.
- 6) Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
- 7) Furnish and install a complete Acoustical Ceiling package per plans and specs including but not limited to ceiling wire, ceiling wire for lights, ceiling grid, specified ceiling panels as shown, acoustic sealant, touchup paint, verify layout of hangers will not interfere with other work, material, labor, hoists, rigging, warranties, and sales/usage tax.
- 8) Rigidly secure acoustic ceiling system including integral mechanical and electrical components with maximum deflection of 1:360.
- 9) Includes all material, labor, equipment and accessories required to complete this scope of work.
- 10) Set ceiling work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
- 11) Furnish (4) unopened cartons of each type of ceiling tile to the Owner.
- 12) Comply with component designs and performance requirements.
- 13) Provide flame and smoke developed ratings data for all required materials.
- 14) Include fire stopping when caused by your work (Fire seal all penetrations)
- 15) Comply with component designs and performance requirements.
- 16) Provide flame and smoke developed ratings data for all required materials.
- 17) Include fire stopping when caused by your work (Fire seal all penetrations)
- 18) Includes pdf drawings of product data, maintenance data, and shop drawings. Cold-formed shop drawings must be stamped by an Michigan licensed engineer if Required.
- 19) It will be mandatory that you furnish adequate manpower and equipment on this project so as not to cause any delays with other trades and or schedule.
- 20) This is a phased project and all necessary accommodations to complete this contract according to the attached schedule are included.
- 21) Adhere to protection of persons and property as specified.
- 22) No adjustments will be allowed for inflation or price increases.
- 23) Substitutions will not be allowed.
- 24) Due diligence shall be practiced to protect existing paved surfaces from damage, including but not limited to; the placement of mats and conservative loading of trucks. Abuse of this requirement will be documented & paving repair costs will be backcharged accordingly.
- 25) Any updated project schedule and/or 3 week schedule prepared by CE Gleeson and distributed during construction shall take precedence. It will be your responsibility to comply with the schedule dates and durations as listed in the current schedule.
- 26) Includes scope of work complete as specified in Project Manual for La-Z-Boy by Poggemeyer Design Group Drawings dated September 27, 2013 and MLP civil drawings dated October 21, 2013
- 27) Project is "HARD HAT ONLY & REFLECTIVE VEST REQUIRED"
- 28) Should the contractor's work fail to progress according to the project schedule and if, in the opinion of C.E. Gleeson Constructors the work cannot be completed within the contract time or such extensions granted thereof, either work additional time over the established hours of work, including Saturdays, Sundays, and holidays, or enlarge the work force and work within the established hours of work, as required to meet the scheduled time for completion without additional cost to your contract sum.
- 29) Provide daily clean-up as directed by the superintendent and within 24 hours of notification. After 24 hours, clean-up will be provided at subcontractor's expense at a rate of \$75/manhour exclusive of 15% mark-up, travel time, overhead, equipment, tool rental, etc
- 30) Comply with all O.S.H.A. Safety Regulations. Maintain liability and workman's compensation Insurance policies for the duration of this project.
- 31) All changes in the field must be accompanied by a Gleeson Constructors Field Order Issued by the Project Superintendent. No request for change order will be accepted without a Field Order.
- 32) Pay Application Clause: Invoice by the 20th of the month by projecting to the 25th of same month. Supply sworn statement and waivers to match. Faxed copies are acceptable for billing purposes. Follow up with original sworn

statement and waivers. Originals must be received prior to funding. If paperwork is not received by the 20th of the month, billing amounts will be determined by the CEGC superintendent based on a percentage of work completed and in place.

33) All changes requiring additions or deductions from the base contract must be submitted within one week from the request and be accompanied by a full labor, material, and equipment breakdown. Breakdown must include all man-hours, equipment rates and material breakouts.

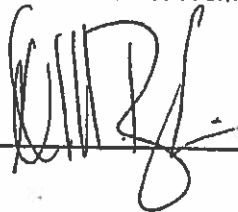
34) Punch list must be completed no more than one week from receipt of the list. If the punch list is not completed to the owner's satisfaction in this time frame, the work will be completed for you with all direct and indirect costs deducted from your contract.

35) Extras to be quoted per the following: (i) reference field orders/bulletins/etc. (ii) quote field orders as a whole. (iii) break-out labor, material, equipment and OH & P. Any quotes not presented in this format will be rejected. Hourly labor rates shall not exceed local prevailing wage.

36) Subcontractor is responsible for the items in the following documents: (1) List of Unit Prices, (2) Subcontractor/Supplier Affidavit, (3) Non-Collusion Affidavit

This Subcontract is entered into as of the date first written above and shall be effective upon execution hereof or commencement of the Subcontract Work, whichever shall sooner occur.

ATTEST: \_\_\_\_\_



C.E. Gleeson Constructors, Inc.

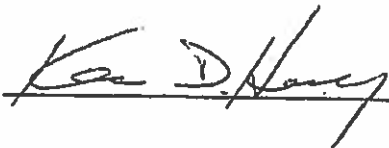
BY: \_\_\_\_\_

PRINT NAME: Charles E. Gleeson II

PRINT TITLE: President/CEO

DATE: 12-18-2013

ATTEST: \_\_\_\_\_



JFS Company

BY: \_\_\_\_\_

PRINT NAME: JOSHUA F. HEIN

PRINT TITLE: PRESIDENT

DATE: 12/16/2013



## EXHIBIT B to Subcontract Agreement

### C.E. GLEESON CONSTRUCTORS, INC. Insurance Requirements for Subcontractors

Certificates of Insurance complying with the following requirements must be on file with C.E. Gleeson Constructors, Inc. prior to commencement of any work and kept current without lapse. If you subcontract any portion of your work to others, those subcontractors must also meet all of the following requirements.

All Insurance companies must be rated A or better by AM Best's.

Check when done	Certificate Compliance Checklist - Send this form to your agent to complete insurance certificates and all other required forms
<b>1) All Certificates</b>	
<input type="checkbox"/>	Show project location and Gleeson Constructors job number 13-128
<input type="checkbox"/>	A thirty (30) day notice of cancellation, non-renewal or material change.
<b>2) General Liability Insurance</b>	
<input type="checkbox"/>	<u>Minimum limits</u> \$1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence \$1,000,000 Personal/Advertising Injury Liability \$2,000,000 Products & Completed Operations Aggregate \$2,000,000 General Aggregate - per project Indicate Occurrence coverage (claims made coverage is not acceptable) Indicate Contractual Liability coverage is included Indicate General Aggregate applies per project The policy shall comply with all general liability and additional insured requirements shown hereunder
<input type="checkbox"/>	The Additional Insured Endorsement CG 20 10 11/85 and CG2037 or its equivalent shall include the following entities: C.E. GLEESON CONSTRUCTORS, INC., BRAEMORE PROPERTIES, LLC, FASTCO PROPERTIES, LLC, TCF NATIONAL BANK: c/o COVERED BRIDGE ASSOCIATES AND CITY OF CANTON, MI. In all cases, the actual endorsement(s) must be attached to the certificate.
<input type="checkbox"/>	Coverage provided to the additional insured(s) shall be primary and shall not contribute with any insurance held by the additional insured(s)
<input type="checkbox"/>	Policy shall provide coverage on an "occurrence" basis. "Claims Made" coverage is not acceptable.
<input type="checkbox"/>	Coverage shall include Bodily Injury & Property Damage including liability for Premises/Operations, Products/Completed Operations, Personal Injury, Blanket Contractual and Broad Form Property Damage